



## City of Montgomery Joint Public Meeting Special Meeting Agenda

April 29, 2025 at 6:00 PM  
Montgomery City Hall – Council Chambers  
101 Old Plantersville Rd. Montgomery, TX 77316

**NOTICE IS HEREBY GIVEN** that a Special Meeting of the City Council will be held on **Tuesday, April 29, 2025 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The meeting will be recorded and uploaded to the City's website.

### **OPENING AGENDA**

1. Call Meeting to Order.
2. Pledges of Allegiance.

### **PUBLIC FORUM**

The City Council will receive comments from the public on any matters within the jurisdiction of the City of Montgomery, Texas. Speakers will be limited to three (3) minutes each. Persons wishing to participate (speak) during the Public Forum portion of the meeting must sign-in to participate prior to the meeting being called to order. Please note that the City Council's discussion, if any, or subjects for which public notice has not been given, are limited to statements of specific factual responses and recitation of existing policy.

### **SPECIAL AGENDA**

All items on the Special Agenda are for discussion and/or action.

- 3.** Discussion on terms of proposed Development Agreement with BCS Capital (Dev. No. 2415).
- 4.** Consideration and possible action on a proposed Branding Kit and Marketing Logo for Montgomery Texas.

### **CLOSING AGENDA**

5. Adjourn.

The City Council for the City of Montgomery reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **April 25, 2025 by 12:20**

**P.M.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

This public notice was removed from the official posting board at the Montgomery City Hall on the following:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Montgomery, Texas

---

*This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodation.*

---

Special Joint Public Meeting: City Council & MEDC  
**AGENDA REPORT**

|                                     |                         |
|-------------------------------------|-------------------------|
| <b>Meeting Date:</b> April 29, 2025 | <b>Budgeted Amount:</b> |
| <b>Department:</b>                  | <b>Prepared By: WGA</b> |

**Subject**

Discussion on terms of proposed Development Agreement with BCS Capital (Dev. No. 2415).

**Recommendation**

Discussion Only.

**Discussion**

Discussion on terms of reimbursement to BCS Capital as outlined in the executed Memorandum of Understanding (MOU). Included in the attachments are:

- Executed MOU
- Public Waterline Extension Exhibit
- Public Sanitary Sewer Extension Exhibit
- Public Roadway Improvement Exhibit
- Reimbursement Breakdown.

**Approved By**

|                                              |                 |                  |
|----------------------------------------------|-----------------|------------------|
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 04/24/2025 |
|----------------------------------------------|-----------------|------------------|

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on April 08, 2025 (herein referred to as the "Effective Date") by and between:

Jack Burgher, Partner, BCS Capital LLC , 1940 Fountain View Drive, Suite 220, Houston, Texas 77057 (herein referred to as "Party"); and the

*City of Montgomery, City Council, by affirmative vote for motion to accept this Memorandum of Understanding and authorize the Mayor, Sara Countryman, to sign same, 101 Old Plantersville Road, Montgomery, Texas 77316* (herein referred to as the "City").

Parties may be referenced individually as "Party" and collectively as "Parties."

## PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

This MOU is designed to detail the specifics of meeting requirements for development between the Parties to the mutual benefit of the parties and the communities they serve.

## DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. This MOU is non-binding and remains in force and effect unless explicitly terminated, in writing, by both parties.

## DEFINITIONS

Subject Tract - Approximately 32.72 acres, within the John Corner Survey, Abstract 9, being out of a called 84.1 acre tract of land recorded in the name of Mara Moja Holdings in Montgomery County Clerk's File (MCCF) Number 2004110206 and being out of Restricted Reserve "B" of Mara Mojaville, a subdivision recorded in Cabinet "Z"; Sheet 1624, of the Montgomery County Map Records (MCMR).

## ROLES AND RESPONSIBILITIES

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities:

1. Party understands and accepts that certain waterline improvements, as shown on Exhibit A, are required for development of the Subject Tract. Public gravity waterline improvements are to be designed and constructed by the City at the Party's expense.

2. Party understands and accepts that certain sanitary sewer line improvements, as shown on Exhibit B, are required for development of the Subject Tract. The City may wish to further extend the gravity sanitary sewer line along SH-105 all the way to C.B. Stewart Drive, if the City decides to proceed with this work, the City agrees to pay a pro-rata share of the cost of the gravity sanitary sewer line extension to complete the work which will allow the City to eliminate Lift Station No. 12. Public gravity sanitary sewer improvements are to be designed and constructed by the City at the Party's expense.
3. Party understands and accepts that certain improvements to Buffalo Springs Drive are required including removing and replacing existing asphalt roadway with a concrete roadway from the existing end of the concrete roadway near the northern boundary of the Home Depot site to the north side of the intersection between Buffalo Springs Drive and CB Stewart Drive, as shown on Exhibit C. Any additional roadway improvements to Buffalo Springs Drive will be based on the results of a Traffic Impact Analysis conducted by the Party and submitted to the City for review and approval. In addition, unless recommended by the Traffic Impact Analysis, it is not anticipated that improvements to CB Stewart will be warranted. Public roadway improvements are to be designed and constructed by the City at the Party's expense. The improvements to Buffalo Springs Drive will need to be completed prior to the development, issuance of a Certificate of Occupancy, of the multi-family site.
4. The City agrees to enter into a 380 agreement or other mechanism to reimburse the Party a total of \$4,000,000 for the above-mentioned public infrastructure and as grant money to promote a public benefit including but not limited to local job growth, costs related to the opening of the flagship store, or any other means of economic benefit as agreed upon by both parties.

In the event CB Stewart requires improvements based on the results of the TIA, The public roadway improvements to CB Stewart Dr. are to be designed and constructed by the City at the Party's expense. If this is required the proposed reimbursement will increase to approximately \$4,800,000 and will be reimbursed based on the same terms and conditions as the original reimbursement terms.

5. The City agrees to fund the reimbursement through some portion of City sales tax revenue, MEDC sales tax revenue, and additional ad valorem tax revenue, actual source of funds to be determined as part of the final agreement, with a term not to exceed 10 years.
6. The City understands the Subject Tract will be proposing private on-site detention in accordance with all current local criteria. Once approved and the Subject Tract is platted, the drainage report addressing the Subject Tract, will not expire for the Subject Tract.
7. The City understands that the development of the Subject Tract and fulfillment of the Party's obligations in this Memorandum are dependent and contingent on the approval of the Party's application to rezone approximately 13-14.5 acres of the north portion of the Subject Tract to multifamily (R-2) and obtaining approval from the Buffalo Spring Architectural Control Committee.

#### COMMUNICATION BETWEEN PARTIES

The stated purpose and roles and responsibilities of the MOU will likely drive the level of communication necessary for a successful understanding between Parties. Once lines of communication are established, it will be critical for each Party to be diligent in their efforts to communicate with the other Party or parties.

#### AMENDMENTS

The terms of this MOU may be amended upon written approval by both original Parties and their designated representatives.

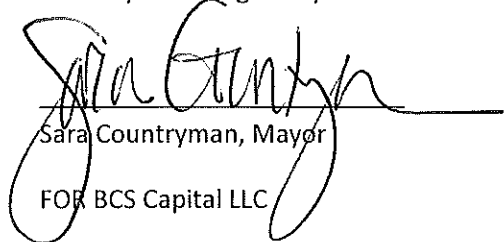
#### ASSIGNS

Party may assign the MOU at their discretion. In the event the Party does not close on the Subject Tract, MOU shall automatically assign Party's interest to the current Subject Tract owner.

The undersigned Parties acknowledge and agree to this MOU:

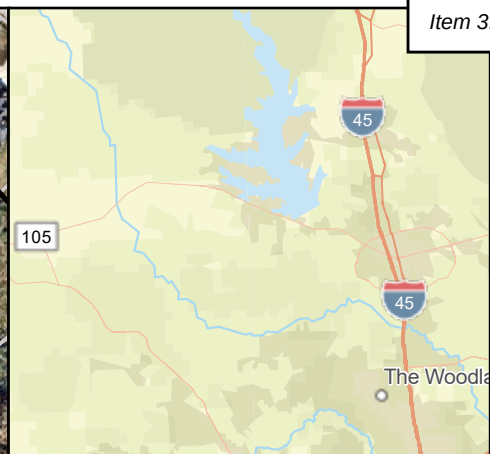
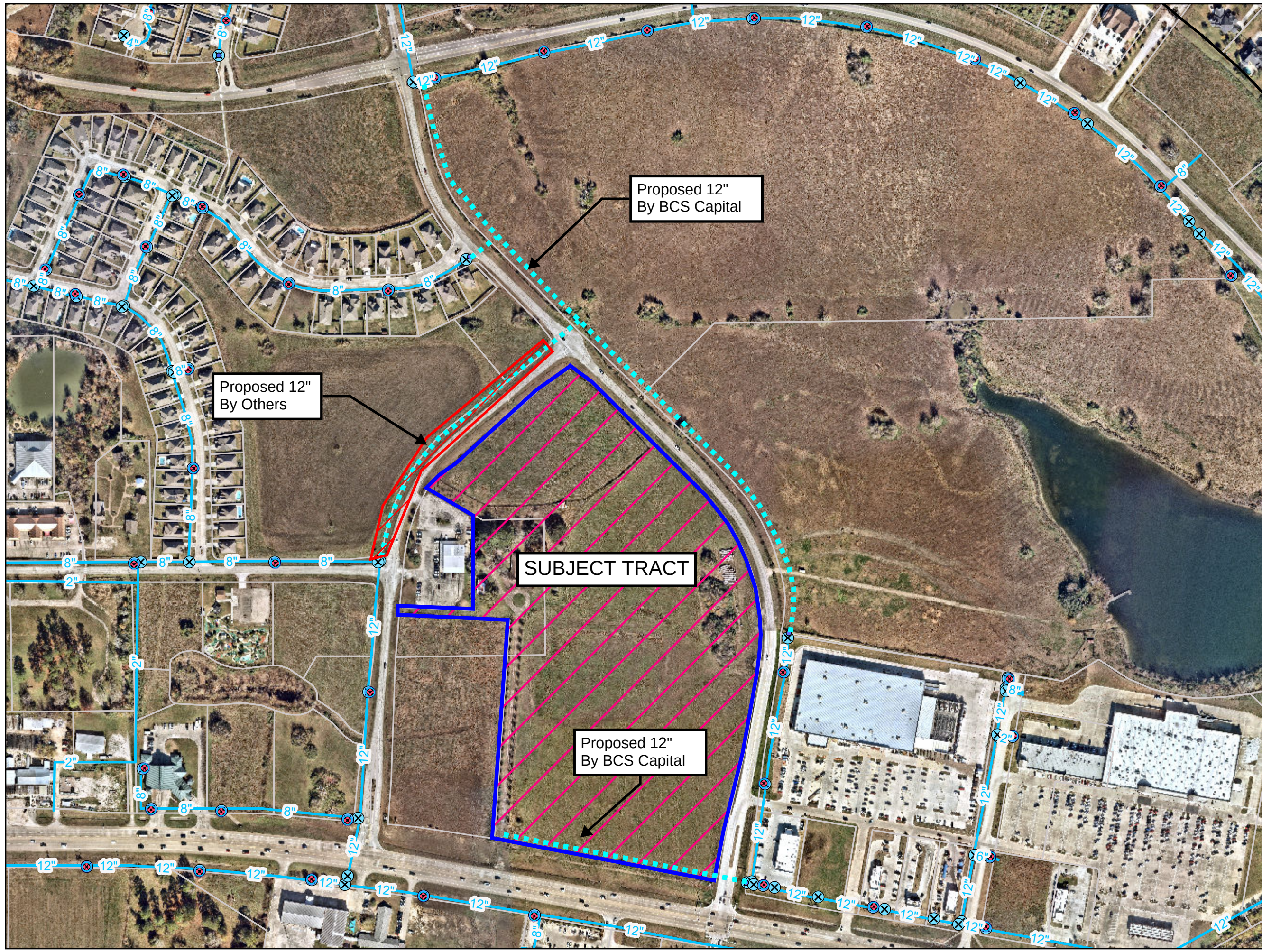
#### SIGNATURES

FOR City of Montgomery

  
Sara Countryman, Mayor  
FOR BCS Capital LLC

4.11.2025





**Legend**

- Tax Parcel
- City ETJ
- City Limits
- Tract Boundary

**Water**

- Hydrant
- Water Main Valve
- Water Main
- Proposed Water Main

0 360 720  
ft

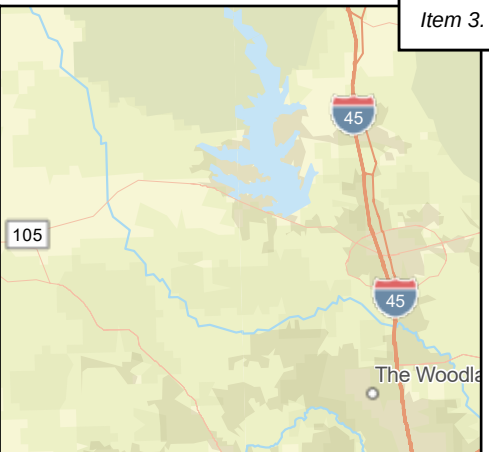
# EXHIBIT A: Public Waterline Improvements



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.







**Legend**

- Tax Parcel
- City ETJ
- City Limits
- Tract Boundary

**Sanitary Sewer**

- Sanitary Sewer Gravity Main
- Proposed Gravity Main
- Sanitary Sewer Manhole
- Lift Station

0 360 720  
ft

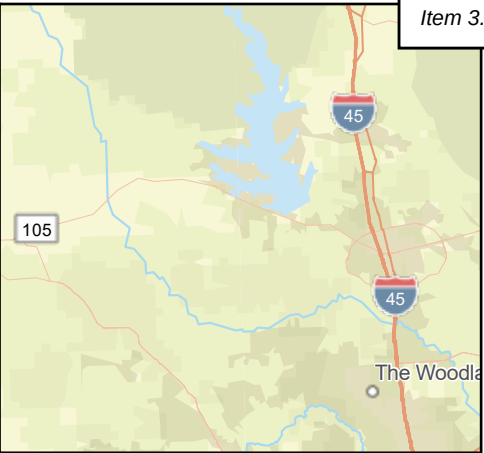
**EXHIBIT B:**  
Public Sanitary Sewer  
Improvements



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.







**Legend**

- Proposed Pavement
- Mountable Curb
- Center Median
- Proposed Divided Median
- Tax Parcels

0 140 280  
ft

**EXHIBIT C:**  
Public Roadway  
Improvements

CITY OF  
**MONTGOMERY**  
TEXAS EST 1837  
BIRTHPLACE OF THE TEXAS FLAG

Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

**WGA**

9





**BCS Capital Development**  
**City of Montgomery**  
**April 2, 2025**

| Development Costs                              |                        |                                                 |                        |
|------------------------------------------------|------------------------|-------------------------------------------------|------------------------|
| Projects                                       | Total <sup>(1)</sup>   | Potential Reimbursble                           | Reimbursed Amount      |
| Linear Utilities                               | \$ 1,012,000.00        | 100%                                            | \$ 1,012,000.00        |
| Buffalo Springs Roadway Improvements           | \$ 1,489,100.00        | 100%                                            | \$ 1,489,100.00        |
| CB Stewart Roadway Improvements <sup>(2)</sup> | \$ 723,400.00          | 0%                                              | \$ -                   |
| Impact Fee (Est.)                              | \$ 582,567.00          | 0%                                              | \$ -                   |
| <b>Total</b>                                   | <b>\$ 3,807,067.00</b> |                                                 | <b>\$ 2,501,100.00</b> |
|                                                |                        | <b>Total Reimbursement Amount<sup>(2)</sup></b> | <b>\$ 4,000,000.00</b> |
|                                                |                        | <b>Remaining Delta</b>                          | <b>\$ 1,498,900.00</b> |

**Notes**

(1) Costs shown are the Engineer's best estimate and are subject to change based on final scope and timing of construction.

(2) The inclusion of CB Stewart Roadway Improvements will be determined based on the results of the required Traffic Impact Analysis. Should the TIA be included the desired reimbursement is subject to change

|                                        |                         |
|----------------------------------------|-------------------------|
| <b>Projected Annual Sales Revenue*</b> | <b>\$ 55,290,000.00</b> |
| <b>Estimated AV</b>                    | <b>\$ 71,687,910.00</b> |
| <b>Current AV</b>                      | <b>\$ 1,573,130.00</b>  |
| <b>Estimated Additional AV</b>         | <b>\$ 70,114,780.00</b> |

\*Estimated Sales Revenue in based on full build out with a 1-3 year build out period.

| Sales Tax Breakdown |                  |                        |
|---------------------|------------------|------------------------|
|                     | City Split       | Annual Revenue         |
| City                | \$ 0.01000       | \$ 552,900.00          |
| Tax Reduction*      | \$ 0.00500       | \$ 276,450.00          |
| MEDC                | \$ 0.00250       | \$ 138,225.00          |
| CCPD*               | \$ 0.00250       | \$ 138,225.00          |
|                     | <b>\$ 0.0200</b> | <b>\$ 1,105,800.00</b> |

\*Not Eligible for Reimbursement

| Additional Ad Valourm Tax Breakdown |              |                |
|-------------------------------------|--------------|----------------|
|                                     | City Split   | Annual Revenue |
| Debt Service*                       | \$ 0.00141   | \$ 99,002.07   |
| Maintenance & Operations            | \$ 0.0025880 | \$ 181,457.05  |

\*Not Eligible for Reimbursement

| Payback Period Timing <sup>(1)</sup>                        |                                      |                                     |                                      |                                      |
|-------------------------------------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
|                                                             | City (100%)<br>MEDC (0%)<br>AV (10%) | City (95%)<br>MEDC (50%)<br>AV (0%) | City (80%)<br>MEDC (100%)<br>AV (0%) | City (80%)<br>MEDC (80%)<br>AV (25%) |
| <b>CITY</b>                                                 | \$ 552,900.00                        | \$ 525,255.00                       | \$ 442,320.00                        | \$ 442,320.00                        |
| <b>MEDC</b>                                                 | \$ -                                 | \$ 69,112.50                        | \$ 138,225.00                        | \$ 110,580.00                        |
| <b>AV (M&amp;O ONLY)</b>                                    | \$ 18,145.71                         | \$ -                                | \$ -                                 | \$ 45,364.26                         |
| <b>TOTAL ANNUAL CITY REIMBURSEMENT</b>                      | <b>\$ 571,045.71</b>                 | <b>\$ 594,367.50</b>                | <b>\$ 580,545.00</b>                 | <b>\$ 598,264.26</b>                 |
| <b>Pay Back Period of \$4 million (Years)<sup>(2)</sup></b> | <b>10.00</b>                         | <b>9.73</b>                         | <b>9.89</b>                          | <b>9.69</b>                          |

**Notes**

(1) Timing is based on Reimbursement Amount and assumes full build.

(2) The paypack period assumes an initial 3 year build out period of which \$0 reimbursement is made during the first 3 years.



Special Joint Public Meeting: City Council & MEDC  
**AGENDA REPORT**

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| <b>Meeting Date:</b> April 29, 2025 | <b>Budgeted Amount:</b>              |
| <b>Department:</b>                  | <b>Prepared By:</b> Stepanie Johnson |

**Subject**

Consideration and possible action on a proposed Branding Kit and Marketing Logo for Montgomery Texas.

**Recommendation**

Staff recommend approving a Branding Kit and Marketing Logo.

**Discussion**

This initiative is part of a broader effort to modernize the city's image, support economic development and events. The branding kit will include logo variations, a color palette, typography, and usage guidelines. Today, I am sharing a few marketing logos developed by AI. Branding colors The **Lone Star Flag** (Texas state flag) features three bold colors:

**Example**

- Red – Represents bravery
  - o Hex: #BF0A30
  - o RGB: (191, 10, 48)
- White – Represents purity
  - o Hex: #FFFFFF
  - o RGB: (255, 255, 255)
- Blue – Represents loyalty
  - o Hex: #002868
  - o RGB: (0, 40, 104)

**Approved By**

|                                                      |             |                  |
|------------------------------------------------------|-------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 04/25/2025 |
|------------------------------------------------------|-------------|------------------|



# **MONTGOMERY, TX**

**Birthplace of the Texas Flag**

**EST. 1836**



# MONTGOMERY, TX

Birthplace of the Texas Flag

EST. 1836













+ Describe your edit...









